Memorandum of Understanding

A. The Parties

The parties to this Memorandum of Understanding are Multnomah County, Oregon, hereinafter referred to as the "County," the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputies Association, hereinafter referred to as "MCCDA."

B. Background

Article 8.1 (Holidays and Holiday Pay) of the MCCDA Agreement provides that if a MCCDA unit member is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, and has remaining personal holidays, he or she may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one half (2.5) times the regular rate of pay or (b) opt to be paid one and one half (1.5) times the employee's regular rate of pay and use his or her remaining personal holiday at a later time, but it does not address whether this option of designating one additional personal holiday is available when an employee works an overtime shift on said holiday. The parties have agreed to extend a prior MOU with the terms set forth below.

C. Terms of Understanding

MCCDA employees who have remaining personal holidays, and who work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day on either a regular or overtime shift (or both), are eligible to work such shifts and designate an additional personal holiday for each shift worked on such holiday, as specified below:

Whether the employee works a regular shift only, an overtime shift only, a regular shift and an overtime shift, or two (2) overtime shifts, he or she may either (a) designate and charge each shift worked as a personal holiday and be paid at the rate of two and one half (2.5) times the regular rate of pay or (b) opt to be paid one and one half (1.5) times the employee's regular rate of pay and use his or her remaining personal holidays at a later time. When the employee works a second day off on an over-time basis, he or she may still use up to two personal holidays as described above.

This Memorandum of Understanding will remain in effect for the remainder of the 2010-2017 collective bargaining agreement and will expire upon ratification and implementation of a successor agreement.

Agreed to this ____ day of August, 2012.

Sheriff of Maltnomah County, Oregon

Dan Staton, Sheriff

For the County:

Jeff Heinrich, Labor Relations Manager

For MCCDA:

Shawn Skeels, President

Doug Hewitt, Executive Vice-President